

A. G. Contract No. KR900199TRD  
ECS File: JPA-89-141  
Tucson File: 0300-91  
(Exh. 1 to Res. No. 15524)  
Project: BPP-824-9-301, 210 PM  
2H 2427 OIC/1H 2418 OIC  
Section: SR-210, 17th Street to  
Golf Links/Kino and  
East Section.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

THIS AGREEMENT is entered into 7 January, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article I, Section I, Chapter IV to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of State Route 210 (SR-210) (Aviation Corridor), the City desires to upgrade and enhance water utilities that are in conflict with the roadway, at an estimated cost of \$12,560.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO.	<u>15421</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>01/07/91</u>
<u>Jim Shumway</u> Secretary of State	
By	<u>[Signature]</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide design plans, specifications and such other documents necessary for construction bidding and construction of the Project. Incorporate City's review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion and acceptance, invoice the City for the direct actual cost of the Project, plus fifteen percent (15%) of the Project construction costs for engineering and administration.

### 2. The City will:

a. Review design documents and provide comments as appropriate.

b. Be responsible for any contractor claims for extra compensation attributable to the City. Reimburse the State all reasonable direct actual costs for the Project, estimated at \$12,560.00, plus fifteen percent (15%) engineering and administration costs, within thirty (30) days after receipt and approval of the invoice.

c. Upon completion and acceptance of the Project by the City and the State, provide maintenance to the Project.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or change order for the Project, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007


City of Tucson  
Tucson Water  
PO Box 27210  
Tucson, AZ 85726-7210

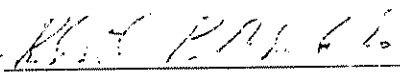
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA  
Department of Transportation


By   
THOMAS J. VOLGY  
Mayor

By   
ROBERT P. MICKELSON  
Deputy State Engineer

Attest:

Approved as to Form:

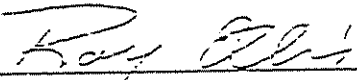
By   
DONALD L. DeMENT  
City Clerk

By   
Loretta Humphrey  
Principal Assistant  
City Attorney

RESOLUTION

BE IT RESOLVED on this 18th day of October 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities to construct utility relocations which are in conflict with the Aviation Corridor (SR-210).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
\_\_\_\_\_  
for CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

ADOPTED BY THE  
MAYOR AND COUNCIL

DEC 10 1990

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RESOLUTION NO. 15524

RELATING TO WATER; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR RELOCATION OF WATER FACILITIES ON PROJECT NO. BPP-824-9-301, SR-210, 17TH STREET TO GOLF LINKS/KINO AND EAST SECTION.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That the Intergovernmental Agreement with the State of Arizona for relocation of water facilities on Project No. BPP-824-9-301, SR-210, 17th Street to Golf Links/Kino and East Section, attached hereto as Exhibit 1, is approved.

SECTION 2. The Mayor is authorized and directed to execute said Intergovernmental Agreement and the City Clerk is authorized to attest to the same.

SECTION 3. That the various City officers and employees be and they hereby are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is

hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council  
of the City of Tucson, Arizona DEC 10 1990.

  
MAYOR

ATTEST:


  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

REVIEWED BY:

  
CITY MANAGER


H:lr  
11/27/90

JPA 89-141

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18 day of July, 1990.

  
City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR90-0199-TRD, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28<sup>th</sup> day of December, 1990.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division